

Exhibit 2: Draft Contract

REQUEST FOR PROPOSAL (RFP)
FOR
WISCONSIN WORKS (W2) AND RELATED PROGRAMS
RFP # CFB00144

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF CHILDREN AND FAMILIES
Division of Family and Economic Security
Bureau of Working Families

CONTRACT AGREEMENT

by and between
Wisconsin Department of Children and Families
and
Vendor Name

CONTRACT NUMBER:

CFB00144-00

CONTRACT PERIOD:

January 1, 2013 – December 31, 2016

Option to Renew: up to four (4) up to two (2) year periods

Maximum Contract Period: twelve (12) years

COMMODITY OR SERVICE and DEFINITION:

DCF is authorized by section 49.143 of the Wisconsin Statutes, as amended, to contract with service providers to administer the Wisconsin Works (W-2) and Related Programs under sections 49.138 and 49.141 to 49.161

DCF Program Administration:

MILW: Linda Richardson – Phone #414-227-4692

Linda1.Richardson@wisconsin.gov

BOS: Rebecca Brueggeman – Phone # 608-267-9886

Rebecca.Brueggeman@wisconsin.gov

Contract Billing and Payment Terms

Reporting forms located:

<http://dwd.wisconsin.gov/core/forms.htm>

See Reporting and Payment Schedule located:

http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim_payment_calendar_2013.doc

W-2 CONTRACTOR INFORMATION:

W-2 Contractor / Provider Name: _____

W-2 Contractor / Provider Authorized Representative: _____

W-2 Contractor / Provider Authorized Email: _____

W-2 Contractor / Provider Address: _____

W-2 Contractor / Provider Mailing Address: _____

W-2 Contractor / Provider City, State, Zip: _____

W-2 Contractor / Provider Phone / Fax: _____

W-2 Contractor / Provider Program Manager: _____

W-2 Contractor / Provider Email: _____

W-2 Contractor / Provider FEIN#: _____

Funding Information for Grants Managed thru CORE:

W-2 Contractor:		CORE Agency Code #:		Contract # CFB0014-00
Commodity or Service Description	CORE Contract Code Number	Current Contract Amount	Contract Change	Total Contract Balance
Maximum Capitated Amount				
Performance Outcomes Amount				
Work Participation Payments				
Cost Reimbursement		Uncapped		
Contracted Child Care				

*****All Funding allocations or budgeted maximums are subject to federal and state budgetary changes*****

DCF and the W-2 Contractor acknowledge that they have read the Contract and the attached exhibits, addenda and requirements, understand them and agree to be bound by their terms and conditions. Further, DCF and the W-2 Contractor agree that the Contract and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the Contract. DCF reserves the right to reject or cancel agreements based on documents that have been altered.

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DCF.

Signatures

AGENCY AUTHORIZED REPRESENTATIVE
REPRESENTATIVE TITLE

Date

Division Administrator

Date

Deputy Secretary
Department of Children and Families

Date

CONTRACT AGREEMENT

I. PARTIES TO THE CONTRACT

This agreement, hereinafter referred to as the "Contract", shall be between the Wisconsin Department of Children and Families, hereinafter referred to as DCF, and the W-2 Contractor listed on the signature pages, hereinafter referred to as "W-2 Contractor" and/or "Provider" for the procurement of Commodity or Services listed, according to the terms set forth in this Contract.

A. Contract Managers

1. DCF and the W-2 Contractor shall each appoint a Contract Manager.
2. DCF's Contract Manager is the Division of Family and Economic Security (DFES) Chief of the Milwaukee Operations Section for geographical areas within Milwaukee County and Chief of the Program Operations Section for geographical areas outside Milwaukee County. The W-2 Contractor's Contract Manager is the person identified in the W-2 Contractor Information as W-2 Contractor/Provider Program Manager.
3. The DCF Contract Manager monitors the W-2 Contractors for compliance with the Contract and DCF's policies and procedures and satisfactory delivery of the services and activities identified in this Contract, in the scope of work and in the W-2 Contractor's Proposal.
4. The W-2 Contractor's Contract Manager manages the W-2 Contractor's daily operations and is responsible for the W-2 Contractor's prompt implementation of any corrections and improvements identified by DCF, to ensure compliance with the Contract and DCF's policies and procedures and satisfactory delivery of the services and activities identified in this Contract, in the scope of work and in the W-2 Contractor's Proposal.

B. W-2 Administrator

1. The DFES Administrator is the W-2 Administrator and shall exercise all of the State's rights under the Contract. Any disputes between a W-2 Contractor and DCF under the Contract shall be resolved by the Disputes process in s. XIII of this Contract.

II. TERM OF CONTRACT

Contract term is January 1, 2013 to December 31, 2016. Upon satisfactory performance and by mutual agreement of DCF and the W-2 Contractor, the contract may be renewed up to four (4) additional up to two (2) year periods, for a maximum of twelve (12) years.

III. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

This Contract and supporting written communications constitute the entire agreement between the parties. The hierarchy of documents in order for resolution is as follows:

- A. Laws, regulations and policies of the State and Federal government
- B. This Contract, including all exhibits, attachments, appendices and addendums to the Contract
- C. Division of Family and Economic Security Administrative Memos
- D. W-2 Contractor's Proposal as submitted
- E. Request for Proposal #CFB00144 and addenda

Any conflict in terms shall be governed by the highest listed document. W-2 Contractor composed and submitted contracts will not be accepted as a substitute for these terms and conditions.

W-2 Contractor agrees to renegotiate this contract or any part thereof in such circumstances but not limited to:

- Increased or decreased volume or level of services;
- Changes required by State and Federal law or regulations, or court action; department policies;
- Reduction in the monies available affecting the substance of this Agreement;
- In the event an American Indian Tribe exercises its option to create or discontinue a tribal Temporary Assistance for Needy Families (TANF) program; or
- A change in the maximum budget amount and enrollment levels during the contract period.

In addition, W-2 Contractor agrees to renegotiate capitation rates and performance outcomes eligible for performance payments on an annual basis in August of each calendar year for the following calendar year.

Failure to agree to a renegotiated contract under these circumstances is cause for DCF to terminate this contract.

Revision of this agreement may be made by mutual agreement. The revision will be effective only when the DCF and the W-2 Contractor attach an addendum or amendment to this agreement which is signed by the authorized representatives of both parties.

If any provision of this Contract is found to be illegal, unenforceable, or void, then the remainder of the Contract shall remain in effect.

IV. SCOPE OF WORK

The W-2 Contractor will provide W-2 Services in accordance with this contract. Specific program requirements are included as **Scope of Work**.

V. PAYMENT AND REPORTING TERMS:

A. Payment Terms

DCF shall pay the W-2 Contractor, for the functions it performs and services it provides or purchases as set forth in Section IV. Payments by DCF under this Contract will consist of; (1) monthly capitation amount for participant families who are eligible and enrolled in the program as described in s. 1.11.4 of RFP #CFB00144; (2) performance payments for the attainment of program outcomes identified in s. 1.11.5 of RFP #CFB00144; (3) quarterly performance payments for attainment of 50% Federal All Families TANF work participation rate for the geographical area during the quarter identified in s.1.11.6; and (4) cost reimbursement for expenditures relating to Emergency Assistance benefits, Contracted Child Care, Refugee Cash Assistance, and Refugee Services funded by the Office of Refugee Resettlement identified in 1.13.

1. Monthly Capitation Payments

The W-2 Contractor will be paid a monthly capitated amount for each participant family who is eligible and enrolled in the W-2 Program. Payments issued will not exceed 60% of the total maximum budgeted amount, as illustrated in Table 1 of the RFP #CFB00144, for CY2013. A WebI report will be used for verification of the number of participant families prior to release of payment. Eligible participant families who are enrolled in the W-2 placement type CMF are only included for a maximum of three (3) consecutive months. **Payments will be generated according to the schedule of payments calendar:**

http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim_payment_calendar_2013.doc.

2. Performance Payments

The W-2 Contractor will be paid on a per outcome attainment basis according to the proposed amount for each performance outcome as illustrated in Table 3 of the RFP #CFB00144. The W-2 Contractor will submit a monthly claim by the first business day of the month listing the number of specific outcomes achieved during prior months with ACH payments being generated and released in correspondence with the payment date for capitated payments. **Refer to reporting and payment calendar:**

http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim_payment_calendar_2013.doc

Payments will be based on the performance outcome price when an outcome has been attained and verified. Complete details on how the performance payments are calculated are located in the RFP section 1.11.5.4 a. - e.

DCF may, in its sole discretion, pay for additional outcomes above the proposed quantities up to the maximum budget for the geographical area. The W-2 Contractor should not assume that performance payments above the proposed quantities will be approved. DCF will consider the Contractor's overall outcomes for each performance category and customer satisfaction surveys in the decision to pay for additional quantities above the proposed quantities.

DCF may, in its sole discretion, pay for additional outcomes above the maximum budget for the geographical area according to the amount for outcomes above the maximum budget at Appendix C to this contract. No payments for outcomes above the maximum budget may be paid until the W-2 Contractor has met the proposed quantities for every performance outcome in Table 3 of the RFP #CFB00144.

3. Quarterly Performance Payment

DCF is required to meet the Federal Temporary Assistance for Needy Families (TANF) work participation rate. W-2 Contractors who meet the quarterly Federal All Families Work Participation Rate of 50% for the geographical area will be eligible for a performance payment as listed in Appendix C. TANF Quarterly Performance payments will be paid quarterly and correspond with the Capitation Payment Schedule. No payments will be made for any quarter in which the W-2 Contractor does not meet the 50% level.

4. Cost Reimbursement

DCF will reimburse the W-2 Contractor through cost reimbursement payments only for the following program components: (1) Expenditures for Emergency Assistance Payments; (2) Refugee Cash Assistance and Administration; (3) Refugee Services, funded by the Office of Refugee Resettlement; and (4) Contracted Child Care. Payments will be made according to expense reports submitted to CORE. These payments will be issued via ACH in Correspondence with the Capitation schedule Except for:

- Emergency Assistance Payments: Payments will be made on an as requested basis at a maximum of bi-weekly with reports being due by the 2nd and 4th Tuesday of the month and payments being released Friday of the same week requested.
- Claims must be submitted electronically to DCFDESFinanceGrants@wisconsin.gov pursuant to the requirements of DCF's reporting system. The electronic expenditure report form is available at <http://dwd.wisconsin.gov/core/forms.htm>.

5. Advance Payments and Start-up Funds

No advanced payments or start-up funds are available for any portion of this contract.

6. DCF requires all grants to be paid through an **Automatic Clearing House** (direct deposit). ACH payments will be deposited into the Contractor's account according to the contract terms. To begin receiving ACH payment, complete the ACH Set-Up form available online <http://dwd.wisconsin.gov/core/forms.htm> sign and submit to the address on the form.

Total net payment to the W-2 Contractor for allowable expenses, quarterly performance payments, capitated rates and approved performance outcome claims shall not exceed the contracted amounts specified in Exhibits to this Contract. Net payments under this contract may be adjusted for other amounts owed DCF.

B. Reporting

Comprehensive expense reporting is required prior to payments being issued even though costs are not the basis for contractor payments. Upon submission of timely CORE reports payments will be made monthly. Note: W-2 participant benefit payments will be issued directly from the state. These payments are based on the W-2 participant's data entered into CARES by the W-2 Contractor.

ALL program expenses for; (1) monthly capitation amount payments; (2) performance payments; and (3) cost reimbursement payments must be reported to CORE for Federal reporting purposes and must be consistent with the [DCF Allowable Cost Policy Manual](#) and applicable federal allowable cost/expense policies. Program expenditures and descriptions of allowable expenses are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122), 48CFR Part 31, or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: http://www.whitehouse.gov/omb/circulars_default

Payments will not be released from CORE until all reports have been generated and submitted.

1. Participation Reporting

DCF will automatically generate the participation report on the first business Monday following the first full work week of each month. This report will determine the capitation payment amount for the previous month. The calculation for the monthly capitated amount will only include eligible participant families enrolled in the W-2 placement type CMF for a maximum of three (3) consecutive months.

2. Performance Reporting

The W-2 Contractor will be responsible for capturing valid, accurate information and verifying attainment of each outcome. This information must be available in the Electronic Case File and verified prior to release of payment claim. W-2 Contractors shall submit a monthly claim by the first (1st) business day of the month listing the number of specific outcomes achieved during the prior month. DCF will review a sample of each claim submission for accuracy and reserves the right to request additional verification or to deny payment for unsubstantiated claims. Reports will be generated per the reporting and payment schedule located at:

http://dcf.wisconsin.gov/w2/rfp/2013/attachments/claim_payment_calendar_2013.doc.

3. Cost / Expenditure Report

The Expenditure Report must be submitted to DCF by close of business (4:30 pm CT) per the reporting and payment schedule. Payments will be subject to reduction, recovery and reimbursement as provided in this Agreement. Late reports will be processed in the next month's payment cycle.

4. Payments

Total net payment to the W-2 Contractor for allowable expenses, quarterly performance payments, capitated rates and approved performance outcome claims shall not exceed the contracted amounts specified in Exhibits to this Contract. Net payments under this contract may be adjusted for other amounts owed DCF. DCF may reduce payments pursuant to state or federal audits. However, legislative authority is required for imposition of any federal Performance Audit/Review sanctions. Routine financial audits, such as performed under the single audit, do not require legislative authority.

5. Complete Cost / Expenditure

DCF cannot pay Cost / Expenditure Reports that are incomplete or lack documentation. Reports that do not contain all required information will be returned to the agency to be completed and resubmitted. Resubmitted claims will be paid with the next regular payment cycle. It is important to fill in all fields, with the CORE Agency Number and the Reporting Period: both month and year, being the most critical. See form details for appropriate file naming conventions.

6. Final Expenditure Report

The Contractor shall submit all reports for payment under this Agreement to DCF within 90 days of the end of the period as specified. Expenses or claims incurred within the Agreement period and reported later than ninety (90) days will not be recognized, allowed or reimbursed under the terms of this Agreement.

7. Additional Claims Related to the Single Audit

Claims for allowable costs not reported within 90 days of the end of the Contract period, or within the extended period if an extension is granted, will be submitted for federal reimbursement if (a) the costs are identified as a finding in the W-2 Contractor's Single

Audit, and (b) the W-2 Contractor's Single Audit report is received within the mandated timeframes. Federal reimbursement received will be passed on to the W-2 Contractor as a part of the audit resolution process.

8. Excess / Overpayments

The W-2 Contractor will return to DCF any funds paid in excess of the allowable costs of services provided under this agreement within 30 days of notification by DCF. Allowable costs are defined by CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122), 48CFR Part 31, the attachment(s) to this agreement, and/or the program policy manual. If the W-2 Contractor fails to return funds paid in excess of the allowable costs of the services provided, DCF may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means.

B. Withholding, Deduction/Reduction, Penalties and Recovery of Funds

DCF shall have the right to withhold deduct, reduce, and/or recover payments due under the terms of the Contract if the W-2 Contractor fails to provide services consistent with this Contract; if the W-2 Contractor knowingly submits a claim for a performance outcome payment that it did not earn; or if DCF reasonably determines it to be necessary to protect DCF against potential losses or liabilities, including potential federal disallowances or sanctions. DCF may recover payments pursuant to state or federal audits.

1. Withholding

The payments to be withheld will be in an amount DCF determines necessary to cause the W-2 Contractor to correct its failures, or to protect DCF against potential losses or liabilities, and such amount will be withheld until the failure to provide the services or meet the Contract provision is cured or until the potential loss or liability ceases. DCF will withhold funds pursuant to this subsection only after DCF has given notice to withhold funds.

2. Deduction/Reduction of Funds

DCF makes payments only for services that are actually provided and that meet the terms and conditions of this Contract. Therefore, DCF shall have the right to deduct the amounts being withheld from its financial obligations to the W-2 Contractor if, at the end of the Contract term, the W-2 Contractor has not yet cured its failures or caused the potential losses or liabilities to cease. In addition, DCF shall have the right to deduct amounts equal to an amount imposed against DCF as a Federal disallowance or sanction that is attributable to the W-2 Contractor's performance or failure to perform.

DCF shall have the right to deduct any amounts due DCF from the W-2 Contractor from money otherwise payable to the W-2 Contractor for any other reason specifically provided under this Contract.

The DCF reserves the right, upon careful examination, to reduce the total amount of the contract award due to significant under-spending by the W-2 Contractor. All such contract award reductions will be executed by a unilateral amendment issued by DCF and will become effective upon thirty (30) days written notice to the W-2 Contractor. Such reduction in funding shall not relieve the W-2 Contractor of any programmatic requirements or contractual responsibilities.

3. Penalties

The W-2 Contract Agency shall be subject to financial penalty if the W-2 Contract Agency fails to implement all requirements under the W-2 and Related Programs Contract. There will be two types of penalties under this contract:

a. **Non-Compliance**

Non-compliance of the contract requirements may be discovered via monitoring, QA reviews or other means, whereby DCF finds an agency in default of one or more of the contracts requirements or scope of work.

The Parties hereby agree that damages will be difficult to calculate. Accordingly, a penalty will be applied when the W-2 Contract Agency knew or should have known that the failure was not in compliance with a Contract requirement due to factors within their control. The W-2 Contract Agency shall know the failure was not in compliance with a Contract requirement because the failure was egregious or intentional, or DCF had previously communicated the failure through a letter, Action Plan or Corrective Action Plan. Upon DCF's finding of non-compliance, liquidated damages shall be assessed in the amount up to Five Thousand Dollars (\$5,000) per violation or participant whom the agency has failed to properly serve in the amount up to Five Thousand Dollars (\$5,000) per day that the agency has failed to take action after receiving the initial written notification of the failure. The Parties shall attempt to negotiate the value of damages and assess penalties. Non-compliance penalties shall result in fines to be paid from non-W-2 funds.

b. **False Reporting**

Discovery of claims for performance outcome payments that the Contract knew or should have known did not qualify for a payment will result in recoupment of W-2 funds previously reported and paid.

Upon DCF's finding of such a false claim, liquidated damages shall be assessed in the amount up to Five Thousand Dollars (\$5,000) per violation. False reporting penalties shall result in fines to be paid from non W-2 Funds.

4. Recovery of Funds

DCF reserves the right to recover funds that are owed by either:

- a. Requesting immediate repayment from the W-2 Contractor, or
- b. Reducing future disbursements to the W-2 Contractor by an amount equal to what is owed. DCF may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

5. Payment Adjustments

Depending upon severity of the nonperformance, identified during the monitoring and compliance review (section XII of this contract), and the penalty assessed, the Parties agree to negotiate the timing and payment schedule of any adjustments under this section.

Following written notification of the agreement DCF will process the adjustment in the month agreed to in CORE.

C. Contractor Liabilities

1. Past Due Liabilities

The W-2 Contractor shall notify the DCF in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the W-2 Contractor, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

2. Past Due Payments

The W-2 Contractor shall notify the DCF, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract for which the DCF has reimbursed or will reimburse the W-2 Contractor. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the W-2 Contractor to resolve the dispute.

3. Bonds

DCF, where applicable, may require written assurance at the time of entering into this contract that the Contractor has in force, and will maintain for the course of this contract, employee dishonesty bonding or other suitable surety instruments in a reasonable amount to be determined by DCF. DCF will not collect bonding or other surety information for individual agencies. All information must be maintained by the Contractor and is subject to the State Single Audit Guidelines (SSAG).

VI. PRIVACY AND CONFIDENTIAL INFORMATION

A. Records

All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable policy.

W-2 Contractor and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any other confidential records that W-2 Contractor accesses to provide the services under this Contract.

B. Confidentiality

Except as otherwise authorized by law, the W-2 Contractor may not disclose confidential information for any purpose other than purposes associated with the administration of services under this contract.

"*Confidential Information*" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DCF or by a third party), that satisfy at least one of the following criteria:

1. Personally Identifiable Information;
2. Individually Identifiable Health Information;
3. Non-public information related to DCF's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
4. Information designated as confidential in writing by DCF.

"*Individually Identifiable Health Information*" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"*Personally Identifiable Information*" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

1. The individual's Social Security number;
2. The individual's driver's license number or state identification number;
3. The number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account;
4. The individual's DNA profile; or
5. The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other **information** protected by state or federal law.

Confidential Information does not include information which is required to be disclosed by operation of law.

VII. RECORDS, DEPARTMENT PROPERTY AND AUTOMATION

A. Records

The W-2 Contractor shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The W-2 Contractor shall retain records in a secure environment for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon DCF's request, at the expiration of the contract, the W-2 Contractor will transfer at no cost to DCF records regarding the individual recipients who received services from W-2 Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

The W-2 Contractor shall make all records and any written and/or electronic case information available to DCF or its authorized agents upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

B. Equipment and Property

The W-2 Contractor may purchase and install IT equipment in accordance with DCF's policies and procedures. The W-2 Contractor shall be responsible for inventory, maintenance, replacement, and security of all purchased equipment.

DCF shall have all ownership rights in any hardware supplied by DCF and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract.

The W-2 Contractor is responsible for keeping all DCF property secure from theft, damage or other loss. The W-2 Contractor shall preserve the safety, security and integrity of DCF property, data, and equipment in accordance with DCF policy and procedures.

The W-2 Contractor shall keep all state owned automation equipment in a secure place and shall be responsible for damages or losses when such damage or loss is caused by the negligence or willful misconduct of the W-2 Contractor, W-2 Contractor's staff, or subcontractor. The W-2 Contractor shall reimburse DCF accordingly upon demand. This remedy shall be in addition to any other remedies available to DCF by law or equity.

W-2 Contractor shall surrender to DCF all DCF property upon the termination of this Contract.

C. Proprietary Information

Data contained in the proposal, all documentation provided therein, and materials and innovations developed as a result of this contract award cannot be copyrighted or patented without written authorization from DCF. All data, documentation, and innovation become the property of the State of Wisconsin and DCF. The successful applicant agrees that DCF shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use any materials and innovations developed as a result of this contract award. Any copyright material authorized by DCF or distribution of materials developed through this contract award will acknowledge use of DCF funds.

All right, title and interest in any items and materials originated or prepared specifically and exclusively for DCF under the resulting contract from the time of payment belong to DCF unless DCF has previously agreed in writing to accept less than the ownership rights described here.

All informational materials related to this contract will be branded using DCF approved materials including flyers, Power Point templates and other materials as designated by DCF.

D. Information Technology

DCF and the W-2 Contractor will work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this contract.

The W-2 Contractor will provide for information technology security in accordance with DCF's policies and procedures.

The W-2 Contractor will adhere to the provisions of DCF's security policies and procedures. The W-2 Contractor shall designate an employee as W-2 Contractor Security Officer, and shall also appoint Functional Agency Security Liaisons (FASL) or Backup W-2 Contractor Security Officers for ensuring compliance with security precautions for the state's automated systems and for ensuring confidentiality of program data, including but not limited to data in CARES, KIDS and eWiSACWIS.

The W-2 Contractor Security Officer is responsible to ensure that access to the state's automated systems is requested only for the purposes of administration of the programs under the Contract, and that each individual's level of access is requested and maintained at the minimum necessary for that individual to provide Contract services. Any system access request that does not meet this requirement must be denied at the local level. All system access requests must be signed by the Supervisor or Functional Agency Security Liaison (FASL) and W-2 Contractor Security Officer or Backup W-2 Contractor Security Officer, as appropriate, before state security staff process the request.

E. Access to State Automated Systems by Subcontractors or Others

Contract provisions that apply to W-2 Contractor staff also apply to subcontractor and other staff authorized by the W-2 Contractor to carry out contract responsibilities. In the event that subcontractor or other individuals request access to the state's automated systems, the W-2 Contractor Security Officer will ensure that such access is maintained at the minimum necessary for the individual to provide Contract services.

Prior to requesting access for subcontractor or other authorized staff, the W-2 Contractor will prepare and submit to DCF properly executed data sharing agreements or other appropriate confidentiality agreements as defined by DCF. The agreements will address compliance with relevant state and federal confidentiality regulations, and will specify that the individuals granted access are responsible for safeguarding the confidentiality of information and for using said information exclusively for authorized purposes.

VIII. ACCOUNTING REQUIREMENTS

A. Accounting Records

The W-2 Contractor shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP), in a manner which will enable state or federal government or other staff to audit and examine any books, documents, papers and records maintained in support of the Contract and as more specifically provided below. All documents shall be made available to DCF at its written request, and shall be identifiable as pertaining to this Contract.

B. Accounting System

The W-2 Contractor shall maintain a financial management information system in accordance with the Generally Accepted Accounting Principles contained in DCF's Financial Management Manual.

C. System Requirements

The W-2 Contractor's accounting system shall allow for accounting for individual programs, permit timely preparation of expenditure reports and support expenditure reports submitted to DCF.

D. Reconciling Reports

The W-2 Contractor shall reconcile costs reported to DCF to expenses recorded in the W-2 Contractor's accounting system on an ongoing and periodic basis. The W-2 Contractor agrees that reconciliation will be completed at least quarterly and will be documented and supplied to DCF upon request. The W-2 Contractor shall retain the reconciliation documentation in accordance with record retention requirements.

E. Accounting Period

The W-2 Contractor's accounting records shall be maintained on an annual basis. Approval will be given only if the W-2 Contractor submits proof of Internal Revenue Service approval for changing the accounting period and if the W-2 Contractor agrees to submit a close-out audit for the shortened accounting period, within 90 days after the first day of the new accounting period. For purposes of determining audit requirements, expenses and revenues incurred during the shortened accounting period shall be annualized.

F. Cost Allocation Plan

The W-2 Contractor shall submit a copy of their cost allocation plan to DCF within 30 days of signing the contract. The plan must be reasonable, documented in writing in a W-2 Contractor-wide cost allocation plan and a W-2 Contractor wide indirect cost allocation plan. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable federal cost policies.

G. Cost Sharing Allocation Plan

All property, equipment, software, or services used by multiple programs or for multiple purposes is subject to cost allocation procedures. The W-2 Contractor will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software, or other services, including staffing services, are used for any purpose other than W-2 Program.

VIX. AUDITING REQUIREMENTS

A. Requirement to Have an Audit

Unless waived by DCF, the W-2 Contractor shall submit an annual audit to DCF. The audit shall be performed in accordance with generally accepted auditing standards, s.49.34(4)(c), Wis. Stats., *Government Auditing Standards*, and other provisions in this contract. In addition, the W-2 Contractor is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial payment received:

- Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations"; and the yearly Supplement, which applies only to Contractors that expend \$500,000 from all federal funding sources (this grant and other grants, direct or indirect, from this DCF or another), during a Contractor's fiscal year.
- The *State Single Audit Guidelines (SSAG)*, including the yearly Appendix, which are applicable to local governments having A-133 audits; and/or

- The *Provider Agency Audit Guide (PAAG)*. All W-2 Contractors which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

B. Source of funding

DCF shall provide funding information needed for audit purposes including the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting this contract. This information is supplied on the CORE Payment Information Form.

C. Single Audit Reporting package

The W-2 Contractor shall submit to DCF a reporting package which includes the following:

1. All financial statements and other audit schedules and reports required for the type of audit applicable to the W-2 Contractor.
2. A summary schedule of prior year findings and the status of addressing these findings.
3. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
4. Management responses/corrective action plan for each audit issue identified in the audit.

D. Submitting the Reporting Package

The W-2 Contractor shall submit the required reporting package to DCF either: (1) within 9 months of the end of the W-2 Contractor's fiscal year if the W-2 Contractor is a local government; or (2) within 180 days of the end of the W-2 Contractor's fiscal year for non-governmental W-2 Contractor agencies. DCF requests electronic submission of the reporting package. Electronic Reporting Packages should be sent to: DCFAuditors@wisconsin.gov

E. Access to auditor's work papers

When contracting with an audit firm, the W-2 Contractor shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of DCF. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

F. Access to Contractor records

The W-2 Contractor shall permit appropriate representatives of DCF to have access to the W-2 Contractor's records and financial statements as necessary to review W-2 Contractor's compliance with the federal and state requirements for the use of the funding.

G. Failure to comply with the requirements of this section

In the event that the W-2 Contractor fails to have an appropriate audit performed or fails to provide a complete audit Reporting Package to DCF within the specified timeframes, DCF may apply one or more sanctions including (but not limited to):

1. Disallow the cost of audits that do not meet these standards; and/or,
2. Conduct an audit or arrange for an independent audit of the W-2 Contractor and charge the cost of completing the audit to the W-2 Contractor;
3. Charge the W-2 Contractor for all loss of Federal or State aid or for penalties assessed to DCF because the W-2 Contractor did not submit a complete audit report within the required time frame.

H. Close-out Audits

1. A contract specific audit of an accounting period of less than twelve (12) months is required when a Contract is terminated for cause, when the W-2 Contractor ceases operations or when the W-2 Contractor changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by DCF upon written request from the W-2 Contractor, except when the Contract is terminated for cause. The required close-out audit may not be waived when a Contract is terminated for cause.
2. The W-2 Contractor shall ensure that its auditor contacts DCF prior to beginning the audit. DCF, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the W-2 Contractor and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DCF, is the responsibility of the W-2 Contractor.
3. DCF may require a close-out audit that meets the audit requirements specified in Section XIII, B above. In addition, DCF may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

X. STATE AND FEDERAL RULES AND REGULATIONS

A. Applicable Laws

The W-2 Contractor shall comply with all federal and state laws, rules and regulations and with Policies and Procedures relating to the provision of services under this Contract including but not limited to the Wisconsin Open Records laws, section 19.31 through 19.39 of the Wisconsin Statutes.

B. Debarment Certification

In conformance with federal law, the authorized W-2 Contractor representative must review, sign, and return the Certificate Regarding Debarment and Suspension form. (Appendix A)

C. Lobbying Certification

In conformance with federal law, the authorized W-2 Contractor representative must review, sign and return with this Contract either the Certificate Regarding Lobbying form or the Disclosure of Lobbying Activities. (Appendix B).

D. Civil Rights Compliance (CRC) Requirements

Note: If your agency received a Grant Award from DCF for the 2010 and/or 2011 award cycles, and a CRC Letter of Assurance (LOA) was submitted; and you have an acknowledgement letter from DCF on file for the 2010-2013 Civil Rights Compliance cycle (January 1, 2010 – December 31, 2013) your agency is compliant with DCF CRC requirements. You have met the requirements and do not need to submit additional information at this time.

If your agency did not receive an award for the 2010 or 2011 Grant Award Cycle, you need to comply with all of the CRC requirements within 45 days of signing this contract.

The Agency agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instructions and Templates necessary to complete both your CRC Letter of Assurance (LOA) and CRC Plan to meet civil rights compliance requirements is located at:

<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>

Additional resources and training information are available at:

http://dcf.wisconsin.gov/civil_rights/default.htm

Below is a brief summary of the requirements.

The W-2 Contractor agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instructions and Templates necessary to complete both the **CRC Letter of Assurance (LOA) and CRC Plan** to meet civil rights compliance requirements is located at:

<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>

D. Non-Discrimination/Affirmative Action Requirements

The terms of your state contract require that your company submit an Affirmative Action Plan within **fifteen (15)** working days of returning the signed contract. Exceptions exist, and are noted in the Instructions for Vendors. An electronic version of the Instructions for Vendors and all forms required are available at: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>. If you require a printed copy of this information, please call (608) 266-3804 to have one mailed to you.

D. Worker's Compensation

The W-2 Contract Agency and any subW-2 Contractors performing services for the State of Wisconsin shall maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work and for all eligible parents in Community Service Job, and Wisconsin Works Transition positions, and for those repaying Job Access Loans through volunteer work or gaining work experience through volunteer work. The W-2 Contract Agency shall submit to DCF evidence of this insurance coverage prior to placing clients at the start of each contract year.

E. Health and Safety

1. Health and Safety Requirements

The W-2 Contractor agrees to develop and maintain a Continuity of Operations Plan (COOP) in the event that the primary service delivery location is uninhabitable or there is an extended health threat. DCF reserves the right to review the W-2 Contractor's COOP Plan and to require revisions to the Plan as necessary. All W-2 Contractors are required to conduct, or participate in, both fire evacuation and tornado shelter drills once each year and to follow related safety precautions at locations with W-2 Contractor staff or Sub-Contractor staff and equipment.

2. Pro-Children Act of 1994

Since a portion of the funds under the Contract includes federal funds, the W-2 Contractor agrees to comply with Public law 103-227 (20 U.S. sections 6081-6084), also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted within any indoor facility (or portion thereof) owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18). The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infant and Children (WIC) coupons are redeemed.

XI. SUBCONTRACTS

A. Prior Written Approval

The W-2 Contractor may subcontract part of this Agreement only with the prior written approval of DCF. In Milwaukee the DCF Contract Manager will provide the approval. In the Balance of State the Bureau of Regional Operations Regional Administrator will provide the approval. The W-2 Contractor will remain responsible for all related program services covered under this Contract. In addition, DCF approval may be required regarding the award process, the terms and conditions of the subcontracts and the subcontractors selected. Approval of the subcontractors will be withheld if DCF reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided and costs billed.

B. W-2 Contractor Responsibility

The W-2 Contractor retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub-contractual agreements and will be subject to enforcement of the terms and conditions of this Contract. The W-2 Contractor must require the subcontractor to comply with all applicable provisions contained within this Contract.

For program specific related subcontracting requirements refer to the Scope of Work included or attached to this contract.

C. Minority Business Subcontractors

The Wisconsin Department of Children and Families is committed to the promotion of minority businesses in the State's purchasing program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

W-2 Contractors are strongly urged to use due diligence to further this policy by setting up subcontracts to state-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this contract (second-tier suppliers), with a goal of awarding 5% of the contract cost to such enterprises. An MBE means a business certified, or certifiable, by the Wisconsin Department of Commerce under Statute 560.036(2).

W-2 Contractor's submitted **DCF MBE Program Awareness, Compliance & Action Plan** (included in their proposal) indicating their proposed utilization of state-certified minority businesses will be the basis for this effort during the contract term. Contact the State's Minority Business Manager for assistance in locating certified firms at (608) 267-3293. A listing of State of Wisconsin certified minority businesses, as well as the services and commodities they provide, is on the State-certified MBE web site: www.doa.wi.gov/mbe

XII. MONITORING AND COMPLIANCE REVIEWS

A. Monitoring

DCF will monitor the W-2 Contractor's general compliance and adherence to the terms of the Contract and the Scope of Work provisions. Monitoring may be conducted on a periodic basis or as otherwise determined by DCF.

DCF reserves the right to monitor all aspects of the Contract, including (but not limited to):

- Adherence to the terms and conditions of the Contract,
- Adherence to state and federal laws governing the Contract,
- Attainment of and claiming for performance outcome payments,
- Adherence to fiscal reporting and cost allocation requirements, and
- Customer satisfaction and quality of services provided.

DCF may also monitor customer complaints regarding the operation of the program by the W-2 Contractor. The W-2 Contractor shall provide DCF with access to all customer records upon request, including the results of W-2 Contractor administrative reviews of customer complaints.

On-site monitoring visits will be scheduled at a time that is mutually acceptable to the parties with at least ten (10) days advance notice to the W-2 Contractor, or at an earlier date upon mutual agreement. On-site visits based on emergent issues may be conducted by DCF as needed, without advanced notice from DCF.

As a result of monitoring, DCF may make recommendations concerning compliance with program requirements, achievement of program performance standards or the administrative efficiency of the program and DCF may require that the W-2 Contractor take corrective action to remedy any identified deficiencies.

DCF reserves the right to inspect or investigate any and all W-2 Contractor and subcontractor records, standard operating procedures, and operations at any time during and after the close of the contract period.

B. Financial and Program Compliance Reviews

DCF may, at its discretion, schedule a more extensive Financial and/or Program Compliance Review. In the event that DCF conducts a compliance review, it may include the examination of records maintained by the W-2 Contractor. The review shall be conducted in accordance with DCF procedures. This review will not supplant the requirement to conduct a single audit of the W-2 Contractor.

1. Cooperation with Compliance Review

The W-2 Contractor will cooperate with the compliance review by making available W-2 Contractor staff, internal documents, and program records. The W-2 Contractor will provide DCF with all requested information immediately, or within not more than five (5) working days of DCF's request.

2. Compliance Review Report

Upon completion of the compliance review, DCF shall provide the W-2 Contractor with a resultant management letter and report which identifies any issues of non-compliance and recommendations for program improvement. The review report will be issued by DCF within thirty (30) calendar days of all information needed from the W-2 Contractor being received by DCF. The review report will identify any actions necessary by the W-2 Contractor to achieve compliance with requirements and program performance standards, including itemizing any disallowances as appropriate. DCF will make available to the W-2 Contractor any additional supporting documentation upon request.

3. Contractor Response

The W-2 Contractor shall respond to the review report within 30 days, or other date upon mutual agreement, to specify actions that will be taken by the W-2 Contractor to address findings and recommendations in the review report. DCF may require that review findings and recommendations be addressed through corrective action, up to and including termination of the contract for cause.

4. Technical Assistance

The W-2 Contractor may identify technical assistance needs to address the actions specified in the review report. DCF may assist the W-2 Contractor in making arrangements for technical assistance, if such assistance is warranted.

5. Dispute Resolution

If the W-2 Contractor does not agree with DCF's findings or proposed remedies, the W-2 Contractor may use the Dispute Resolution procedures under this contract.

C. Corrective Action

DCF will notify the W-2 Contractor of items that require corrective action and the need for the W-2 Contractor to develop and submit a Corrective Action Plan. The W-2 Contractor response must be submitted within 10 days of the date of the notice under this section, unless DCF approves an extension. DCF must approve the W-2 Contractor's plan for corrective action. A failure by the W-2 Contractor to fully implement the approved Corrective Action Plan may result in a payment reduction to be determined by DCF. Failure to comply with any part of this Contract may be caused for revision or termination of the Contract.

D. Inability to Perform notice to DCF

The W-2 Contractor shall immediately notify DCF if the W-2 Contractor is substantially unable to provide the services specified under this contract. Upon such notification, DCF shall determine whether such inability will require amendment to or termination of the Contract.

XIII. DISPUTE RESOLUTION

If any dispute arises between DCF and the W-2 Contractor under this contract, including DCF's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

- A. DCF's and W-2 Contractor's Contract Administrators will attempt to resolve the dispute.
- B. If the dispute cannot be resolved by the Contract Administrators, W-2 Contractor may ask for review by the Administrator of the Division in which the DCF's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of DCF.
- C. If the dispute is still not resolved, W-2 Contractor may request a final review by the Secretary of DCF.

XIV. CANCELLATION AND TERMINATION

A. Termination for Cause

DCF may terminate this Contract after providing the W-2 Contractor with thirty (30) calendar days written notice of the W-2 Contractor's right to cure a failure of the W-2 Contractor to perform under the terms of this Contract.

The W-2 Contractor may terminate this Contract after providing DCF one hundred and twenty (120) calendar days' notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

B. Termination for Convenience

Either party may terminate this Contract at any time, without cause, by providing a written notice; effective at the end of the month in which the one hundred and twentieth (120th) calendar day occurs after the written notice of termination was received.

In the event of termination for convenience, the W-2 Contractor shall be entitled to receive compensation for any payments owed under the Contract. The W-2 Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of DCF, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of DCF, the W-2 Contractor may be compensated for the actual Service hours provided. DCF shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the W-2 Contractor requesting the refund.

C. Contract Cancellation or Partial Takeover

DCF, at its convenience and without cause, may exercise the right to cancel this Contract in whole or in part without penalty of the W-2 Contractor, including but not limited to any service which is the subject of a subcontract between the W-2 Contractor and a third party, although the W-2 Contractor is not in Breach. Said Cancellation or Partial Takeover shall not be deemed a Breach of Contract by DCF. W-2 Contractor shall be given at least thirty (30) calendar day's prior written notice of said Cancellation or Partial Takeover with said notice to specify the area(s) of service and dates. Any Partial Takeover by DCF shall not alter in any way W-2 Contractor's other obligations under this Contract. DCF may withhold from amounts due the W-2 Contractor the amount the W-2 Contractor would have been paid to deliver the service as determined by DCF. The amounts shall be withheld effective as of the date specified on written notice. Upon Partial Takeover, the W-2 Contractor shall have no right to recover from DCF any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

DCF reserves the right to cancel any Contract in whole or in part without penalty due to non-appropriation of funds by Congress or the State Legislature. DCF may reimburse the W-2 Contractor for reasonable and approved close-out costs.

XV. TRANSITION UPON TERMINATION OR EXPIRATION OF CONTRACT

A. Transition Plan

Within 15 business days of a notice provided under section XIV.A (Termination for Cause), the W-2 Contractor shall develop a plan for the complete transition of the W-2 Contractor's responsibilities to DCF or to a successor W-2 Contractor. The plan will allow for uninterrupted continuation of services to program participants and shall include provisions for the orderly transfer of all participant information including paper and electronic files held by the W-2 Contractor or its subcontractor. The Transition Plan is subject to approval by DCF.

B. Transition Responsibilities

The parties acknowledge that the continuing provision of high quality services requires that there be no disruption of services during a transition from the W-2 Contractor to DCF or to a successor W-2 Contractor, if any, at the expiration or termination of this Contract. Accordingly, the W-2 Contractor will cooperate fully in providing for an orderly and controlled transition to DCF or to a successor W-2 Contractor and will minimize any disruption in the services to be performed under this Contract.

C. Continuation

Notwithstanding any other provision in this Contract, the W-2 Contractor shall continue providing Contract services until DCF determines that DCF or a successor W-2 Contractor is prepared to fully assume the W-2 Contractor's duties and obligations under this Contract. All the terms and conditions of the Contract will apply during this period.

D. Staff

The W-2 Contractor shall maintain the staffing requirements in this Contract until DCF or a successor W-2 Contractor fully assumes the W-2 Contractor's responsibilities under this Contract. The W-2 Contractor shall not restrict its employees from becoming employees of DCF or of a successor W-2 Contractor, except to the extent necessary for the W-2 Contractor to fulfill its obligations during the transition period.

E. Management

DCF's Contract Administrator will oversee the transition by coordinating transition activities and approving the transition plan. The W-2 Contractor shall designate a person responsible for coordinating its transition responsibilities and will assign staff as DCF determines is necessary to assist in the transition. Status meetings including staff from all parties involved in the transition will be held as frequently as DCF determines is necessary.

STATE OF WISCONSIN STANDARD TERMS & CONDITIONS

1. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Wisconsin.
2. **TERM.** The initial term of this Contract shall be for year(s) from the effective date. This Contract is eligible for one-year renewals, unless terminated as provided herein.
3. **TERMINATION FOR CAUSE.** The State may terminate this Contract after providing the Contractor with () Days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate this Contract after providing the State with () Days written notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

4. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Contract at any time, without cause, by providing a written notice to the Contractor at least () Days in advance of the intended date of termination.

In the event of a termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual Service hours provided. The State shall be entitled to a refund for Goods or Services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

5. **CONTRACT CANCELLATION:** The State reserves the right to cancel this Contract in whole or in part without penalty if the Contractor:
 - Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
 - Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice.
 - Makes an assignment for the benefit of creditors
 - Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
 - Incurs a delinquent Wisconsin tax liability;
 - Fails to submit a non-discrimination or affirmative action plan as required here in.
 - Becomes a state or federally debarred contractor;
 - Is excluded from federal procurement and non-procurement contracts;
 - Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract
 - Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or

- If at any time the Contractor's performance threatens the health or safety of a State employee, citizen, or customer.
6. **CONTRACTOR COMPLIANCE.** The Contractor shall at all times comply with and observe all federal, State, and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.
7. **NON-APPROPRIATION.** The State reserves the right to cancel this Contract in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Contract.
8. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;
 - Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
 - Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - Certificate of Insurance, showing up-to-date coverage, must be on file in the Agency before the Contract may commence. (if applicable)

The State reserves the right to require higher or lower insurance limits where warranted.

9. **NONDISCRIMINATION AND AFFIRMATIVE ACTION.** *(required)* The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, national origin, developmental disability as defined in s. 51.01(5), Wis. Stats., or sexual orientation as defined in s. 111.32(13m), Wis. Stats. This provision shall include, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor shall take affirmative action to ensure equal employment opportunities.

Unless exempted by workforce size (25 or fewer employees) or Contract amount (\$25,000 or less), the Contractor must submit a written affirmative action plan to the State.

The Contractor shall post the notice provided by the State, setting forth the provisions of the State's nondiscrimination laws, in its workplace, website or conspicuous places in order that the Contractor's employees and applicants for employment are able to read it.

Failure to comply with the conditions of this provision may result in the following consequences:

- termination of this Contract as provided in Section 0, Contract Cancellation herein,
 - designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts, or
 - withholding of payment(s) due under the Contract until the Contractor is in compliance.
10. **STATE PAYMENT OFFSETS FOR CONTRACTOR'S DELINQUENCY.** The State shall offset payments made to the Contractor under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. The State also reserves the right to cancel this Contract as provided in Section 5, Contract Cancellation, if the delinquency is not satisfied by the offset or other means during the Contract Term.

11. **CONTRACTOR INDEMNIFICATION.** Contractor shall hold the State harmless and shall indemnify the State, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officer, employees or subcontractors.
12. **CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION.** In connection with the performance of work hereunder, it may be necessary for the State to disclose to Contractor certain information that is considered to be Confidential, Proprietary, or containing Personally Identifiable Information ("*Confidential Information*"). The Contractor shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

The Contractor shall maintain all Confidential Information for a period of three (3) years from the date of termination of this Contract, and shall thereafter return or destroy said Confidential Information directed by the State.

Equitable Relief; Indemnification

Indemnification: In the event of a breach of this Section by Contractor, Contractor shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its subcontractors, employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

Equitable Relief: The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

13. **PATENT INFRINGEMENT AND LABOR STANDARDS.** The Contractor guarantees that any items provided to the State hereunder were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of said items shall not infringe any United States patent. The Contractor shall at its own expense defend every suit brought against the State for any alleged patent infringement by reason of the sale or use of such items, provided that the Contractor is promptly notified of such suit, and is given all related documents. The Contractor shall pay all costs, damages, and profits recoverable in any such infringement lawsuit.
14. **INDEPENDENT CONTRACTOR AND APPARENT AGENCY.** The Contractor shall take no action, or make any omission, that may imply, or cause others reasonably to infer, that the Contractor is acting as the State's agent in any matter or in any way not expressly authorized by this Contract.
15. **STATE EMPLOYEES.** The Contractor may not contract with or employ a State employee or an individual retained as a full-time contractor by the State during the term of this Contract.
16. **ANTITRUST ASSIGNMENT.** By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the State all rights, title and interest in and to all causes of action, claims and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular Goods or Services purchased or acquired by the State under this Contract.
17. **REFUND OF CREDITS.** Within sixty (60) days of the State's request, the Contractor shall pay to the State any credits resulting from an order that the State determines cannot be applied to future invoices.
18. **FOREIGN CORPORATION.** The Contractor shall conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation (i.e. any corporation other than a Wisconsin corporation), and shall possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a said certificate.
19. **OWNERSHIP RIGHTS.** Unless an ownership interest is granted in the Contract, each Agency issuing a Purchase Order under this Contract shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.
20. **PROMPT PAYMENT.** The State shall pay properly-submitted Contractor invoices within thirty (30) Days of receipt, providing that the Goods or Services to be provided to the State have been delivered, rendered, or installed (as the case may be), and accepted as specified in the solicitation document or this Contract.

A properly-submitted invoice is one that is submitted in accordance with instructions contained on the State's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

If the State fails to pay a properly submitted invoice within thirty (30) Days of receipt, it shall pay a late payment penalty as provided in s. 16.528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to s. 16.528 (3)(e), Wis. Stats., it may pay any undisputed portion of said invoice, and will be exempt from the prompt payment requirement for the disputed portion.
21. **STATE TAX EXEMPTION.** The State is exempt from payment of Wisconsin sales or use tax on all purchases.
22. **PROMOTIONAL ADVERTISING AND NEWS RELEASES.** Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of the State.

23. **NOTICE AND CHANGE OF CONTACT INFORMATION.** Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested.

In the event the Contractor moves or updates contact information, the Contractor shall inform the State of such changes in writing within ten (10) Business Days. The State shall not be held responsible for payments on Purchase Orders delayed due to the Contractor's failure to provide such notice

24. **RECORDS, RECORDKEEPING AND RECORD RETENTION.** Under §19.36 (3) Wis. Stats., all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request. The Contractor shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Contract. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, State and local laws or ordinances. The Contractor, following final payment, shall retain all records produced or collected under this Contract for three (3) years.
25. **EXAMINATION OF RECORDS.** The State shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the Contractor shall provide copies of the data storage media or a computer printout of such if the State so requests. Any charges for copies of books, documents, papers, records, computer data storage media or computer printouts provided by the Contractor shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation, or expiration of this Contract.
26. **BREACH NOT WAIVER.** A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of default, evidence of proper Contractor performance, or Acceptance of any defective item or work furnished by the Contractor.
27. **ASSIGNMENT OF CONTRACT.** The Contractor shall provide prior written notice to the State before assigning this Contract to another party. The State reserves the right to withhold approval of any such assignment. The terms and conditions of this Contract as well as any rights obligations and liabilities associated with such shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties.
28. **ENTIRE AGREEMENT.** This Contract constitutes the final and complete agreement of the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, by the parties. This Contract shall be construed as a fully integrated contract. There are no warranties, representations, or agreements among the parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein.
29. **SEVERABILITY.** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.
30. **CONTRACT DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, except for breach of Contractor's intellectual property rights, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution

procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the State, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

31. **TIME IS OF THE ESSENCE.** Timely provision of the Goods or Services required under this Contract shall be of the essence of the Contract, including the provision of the Goods or Services within the time agreed or on a date specified herein.
32. **DEFAULT AND REMEDY.** If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving reasonable notice from the State to do so, the Contractor shall reimburse the State for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction. In case of failure to deliver r Services in accordance with or Services from other sources as necessary, and the Contractor shall be responsible for the additional cost, including purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to the State.
33. **PERFORMANCE-PAYMENT BOND.** The Contractor shall furnish a Performance-Payment Bond (or other security satisfactory to the State) in an amount equal to one hundred percent (100%) of the Contract Price or, if such a price is not established, the estimated value of this Contract, as security for the Contractor's faithful performance of its obligations hereunder, including payment of all persons performing labor or furnishing materials for the Contractor, and payment of all other debts incurred in its performance.

The Performance-Payment Bond Form which the Contractor will be required to execute is attached to this Contract as Attachment _____. The State shall not execute this Contract until the Performance-Payment Bond Form is delivered to and approved by the State.

Additional Terms and Conditions for Service Contracts

1. **RESPONSIBILITY FOR ACTIONS.** The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State.
2. **SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL.** During the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State. The Contractor shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.
3. **PROVISION OF SERVICES.** The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the State's satisfaction; the State's decision in that regard shall be final and conclusive. The State may inspect, observe and examine the performance of the Services performed on the State's premises at any time. The State may inspect, observe and examine the performance of Contractor's Services at reasonable times, without notice, at any other premises.

If the State notifies the Contractor that any part of the Services rendered are inadequate or in any way differ from the Contract requirements for any reason other than as a result of the State's default or negligence, the Contractor shall at its own expense re-schedule and perform the work correctly within such reasonable time as the State specifies. This remedy shall be in addition to any other remedies available to the State by law or in equity.

4. **CONTRACTOR PERSONNEL.** The State reserves the right to refuse to admit to the State's premises any person employed or contracted by the Contractor whose admission in the opinion of the State would be undesirable.

If requested by the State, the Contractor shall provide a list of the names and addresses of all Contractor's employees, Contracted Personnel, or Subcontractor's employees who may at any time require admission to the State's premises in connection with the performance of the Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as the State may require.

5. **BACKGROUND OR CRIMINAL HISTORY INVESTIGATION.** *(required)* Prior to the commencement of any Services under this Contract, the State may request a background or criminal history investigation any of the Contractor's employees, Contracted Personnel, and Subcontractor's employees, who will be providing services to the State under the Contract. If any of the stated personnel providing services to the State under this Contract is not acceptable to the State in its sole opinion as a result of the background or criminal history investigation, the State may either request immediate replacement of the person in question, or immediately terminate this Contract and any related Service Agreement.

6. **PERFORMANCE.** Work under this Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State or Agency work rules.

Without limiting the foregoing, the Contractor shall control the manner and means of the Services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Contract Appendix A:
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
 - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

(Agency / Contractor Name)

(Title of Program)

Contract Appendix B:
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

(Agency / Contractor Name)

(Title of Program)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Prime </div> <div> <input type="checkbox"/> Subawardee Tier _____, if known: </div> </div> Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ Congressional District, if known: _____
6. Federal Department/Agency: 		7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: 		9. Award Amount, if known: \$ _____

<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="margin-left: 150px;">value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> 	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>_____</p> <p>Signature:</p> <p>_____</p> <p>Print Name:</p> <p>_____</p> <p>Title:</p> <p>_____</p> <p>Tele. No: _____ Date: _____</p>

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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Contract Appendix B:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Appendix C Negotiated Budget Amounts

Insert Geographical Area

	Quantity	Price	Total
Capitated Amounts			
Job Attainment Outcomes			
Long Term Participant Job Attainment			
High Wage Job			
Job Retention			
SSI/SSDI Attainment			
Work Participation Payments			
Additional Performance			
Job Attainment Outcomes			
Long Term Participant Job Attainment			
High Wage Job			
Job Retention			
SSI/SSDI Attainment			
TOTAL			